

The Companies Act 2006
Private Companies Limited by Guarantee



ARTICLES OF ASSOCIATION

of UK Reiki Federation

Version 1.0
September 2023

PART 1: OBJECTS AND LIMITATION OF LIABILITY

1. OBJECTS

1.1 UK Reiki Federation Ltd (UKRF) is established for the following purposes:

- 1.1.1** To acquire and take over all or any part of the assets and liabilities of the unincorporated body known as the UK Reiki Federation;
- 1.1.2** To develop, promote and support professional standards of training Reiki for Practitioners of Reiki and Animal Reiki, both within the UKRF and with other UK professional organisations in order to achieve common standards;
- 1.1.3** To bring together individuals who are attuned to Reiki in-person and who practice Reiki on a professional basis;
- 1.1.4** To promote professionalism in the delivery of Reiki to the public (people and animals) and when necessary provide a form of recourse;
- 1.1.5** To collate and provide information about existing Reiki research in addition to developing Reiki research programs;
- 1.1.6** To pioneer and share new developments in the field of Reiki, working with both UK and international Reiki organisations and relevant external parties;
- 1.1.7** To provide the Reiki community, professional bodies, media and general public with resources for information, advice and support;
- 1.1.8** To inform and promote understanding, communication and good relations between different styles, systems and schools of Reiki with Usui lineages, within the UK and internationally; and
- 1.1.9** To maintain registers of Reiki and Animal Reiki Practitioners, Teacher members and UKRF accredited courses.

2. LIABILITY OF UK REIKI FEDERATION DIRECTORS AND MANAGEMENT COMMITTEE MEMBERS

2.1 The liability of each Director and Management Committee Member is limited.

2.2 The liability of each Director and Management Committee Member is limited to £1, being the amount that each member undertakes to contribute to the assets of the UKRF in the event of its being wound up while they are a member or within twelve months after they cease to be a member, for;

- 2.2.1** Payment of the UKRF's debts and liabilities contracted before they ceased to be a member and of the costs, charges and expenses of winding up the company;
- 2.2.2** Adjustment of the rights of the contributories among themselves.
- 2.2.3** Reimbursement of reasonable out-of pocket expenses (including but not limited to travel and hotel costs) incurred in managing and directing the UKRF provided that such expenses have been agreed by a majority of the Directors in advance;
- 2.2.4** An indemnity in respect of any liabilities incurred in managing and directing the UKRF including the reasonable costs of a defence to any proceedings;
- 2.2.5** Premiums on any indemnity insurance policies to cover the liabilities of the Directors in respect of any negligence, default, breach of duty or trust in relation to the UKRF; and
- 2.2.6** In exceptional cases, other payments, or benefits where all the Directors agree that such payments are necessary for the proper and efficient running of the UKRF.

PART 2: POWERS

3.

The UKRF will take over the assets liabilities, insignia and goodwill of the members association known as the UK Reiki Federation.

4. Powers

4.1 In pursuit of the objects set out in Article 3, the UKRF has the power to:

4.1.1 To establish, maintain and conduct a Reiki specific professional body;

4.1.2 To promote and hold, either alone or jointly with other associations, companies, professional bodies or persons, meetings, functions and competitions (including virtual) for the purpose of promoting the UKRF's objectives;

4.1.3 To work with any other charities, voluntary bodies, and statutory authorities in furtherance of the objects set out in Article 1, or similar charitable causes, acting in an advisory capacity and to encourage the exchange information.

4.1.4 To co-operate with other bodies;

4.1.5 To raise funds and invite or receive contributions on the proviso that no substantial permanent trading activities are undertaken, and all activities conform to current legal requirements.

4.1.6 To purchase, lease or exchange, any property deemed necessary for the achievement of UKRF operations and to maintain and equip it for use.

4.1.7 The power subject to any consents required by law to sell, lease or dispose of all or any part of the property of the UKRF.

4.1.8 The power subject to any consents required by law to borrow money and to charge all or part of the property of the UKRF with repayment of the money so borrowed.

4.1.9 To set aside funds for special purposes or as a reserve against future expenditure;

4.1.10 To deposit or invest its funds in any manner;

4.1.11 The power to establish or support any charitable trusts, bursaries, associations, or institutions formed for the furtherance of all or any of the objects set out in Article 1.

4.1.12 To delegate the management of investments to a financial expert;

4.1.13 To insure the UKRF against any foreseeable risk and take out other insurance policies as deemed necessary to protect the UKRF;

4.1.14 To employ paid or unpaid agents, staff, or advisors;

4.1.15 To secure any services deemed necessary in order to conduct UKRF business.

4.1.16 To appoint and constitute such advisory bodies as the Directors may think fit.

4.1.17 To enter contracts to provide services on behalf of other bodies;

4.1.18 To establish or acquire subsidiary companies;

4.1.19 To amend these Articles as deemed necessary by the Directors; and

4.1.20 Do anything else within the law which promotes or helps promote the objects set out in Article 1.

PART 3: DIRECTORS**5. DIRECTORS**

5.1 The Directors are responsible for the management of the UKRF's business, for which they propose they may exercise all the powers of the UKRF.

5.2 The Directors are elected by those members of the UKRF who are eligible to vote at an AGM, or in the event of a vacancy, by the remaining Directors. In either circumstance the appointment is until the next AGM in accordance with the procedure set out in the Byelaws.

5.3 A Director's term of office will terminate automatically if they:

- 5.3.1** Cease to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- 5.3.2** Is absent without notice from three consecutive meetings of the Directors and is asked by the other Directors to resign;
- 5.3.3** Is incapable, whether mentally or physically of managing their own affairs;
- 5.3.4** Resigns by written notice to the senior management team (but only if at least two Directors will remain in office);
- 5.3.5** Reaches the end of their term of office;
- 5.3.6** Is removed by the company's other Directors, or Directors in conjunction with the General Management Committee.

6. DIRECTORS REMUNERATION

- 6.1** Directors may undertake any services for the UKRF that the Directors decide.
- 6.2** Directors are entitled to such remuneration as the Directors determine:
 - 6.2.1** For their services to the UKRF as Directors; and
 - 6.2.2** For any other service which they undertake for the UKRF.
- 6.3** Subject to the articles, a Director's remuneration may:
 - 6.3.1** Take any form; and
 - 6.3.2** Include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 6.4** Unless the Directors decide otherwise, Directors remuneration accrues from day to day.
- 6.5** Unless the Directors decide otherwise, Directors are not accountable to the UKRF for any remuneration which they receive as Directors, Officers or Employees of the UKRF's subsidiaries or of any other body corporate in which the company is interested.

7. OFFICERS

- 7.1** Directors shall include the Chair, Vice Chair, Compliance and Treasurer and such other as the byelaws permit all of whom must be full members and must also meet any other conditions and comply with the duties and responsibilities set out in the byelaws.
- 7.2** The Officers specified above shall be elected by those members of the UKRF who are eligible to vote at an AGM each year or as specified in Article 5.2. All Officers shall hold office from the conclusion of the AGM in which they are appointed for the periods as defined in the Byelaws.

8. GENERAL MANAGEMENT COMMITTEE

- 8.1** The Directors shall create such Management Committee roles as deemed necessary in order to facilitate the UKRF's business.
- 8.2** The General Management Committee shall include such members who are responsible for specific areas or aspects of UKRF business and agree to follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Directors and to abide by the Byelaws.
- 8.3** The UKRF may pay any reasonable expenses which members of the General Management Committee properly incur in connection with their position and attendance at:
 - 8.4.1** Meetings of the General Management Committee which they are required to attend;
 - 8.4.2** General meetings; or
 - 8.4.3** Separate meetings of the holders of debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the UKRF.

9. MANAGEMENT OF THE UKRF

9.1 The affairs of the UKRF in all matters not reserved for the UKRF in general meeting shall be managed by the Directors consisting of Chair, Vice Chair, Compliance and Treasurer and at such times as necessary the General Management Committee.

10. DIRECTORS PROCEEDINGS

10.1 Any Director may call a meeting by giving notice of the meeting to the other Directors and when required to attend, the General Management Committee by authorising the UKRF's secretary (if any) to give such notice.

10.2 Notice of any proposed committee meeting must indicate:

10.2.1 Its proposed date and time;

10.2.2 Where it is to take place; and

10.2.3 If it is anticipated that any participants in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 A meeting of Directors and when required to attend, the General Management Committee may be held either in person, or by suitable electronic means agreed by the Directors in which all participants may communicate with all other participants.

10.4 Notice of a meeting must be given to each Director, and General Management Committee member required to attend but need not be in writing.

10.5 Notice of a meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the UKRF not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10.6 The quorum for meetings of the Directors may be fixed from time to time by a bylaw or decision of Directors, but it must never be less than Three, and unless otherwise fixed, it is Three.

10.7 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

10.7.1 To appoint further Directors: or

10.7.2 To call a general meeting so as to enable the members to appoint further Directors.

10.8 The Directors may appoint a Director to chair their meetings:

10.8.1 The person so appointed for the time being is known as the Chairman;

10.8.2 The Directors may terminate the Chairman's appointment at any time;

10.8.3 If the Chairman is not participating in meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

10.9 Any issue may be determined by a simple majority of votes cast at a meeting but a resolution in writing agreed by all Directors (other than any conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

10.10 Every Director has one vote on each issue. If votes for and against the proposal are equal, the chairman or other Director chairing the meeting will have the casting vote but this does not apply if, in accordance with the Articles, the Chairman or other Director is not to be counted as a participating in the decision making process for quorum or voting purposes.

10.11 Any procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

11. DIRECTORS POWERS

11.1 The Board of Directors may exercise any and all powers of the UKRF as specified by the Byelaws.

11.2 The Directors may delegate any of their functions to General Committee members or sub-committees consisting of two or more individuals appointed by them on such terms as they see fit. At least one member of any sub committee must be a Director and all proceedings of sub-committees must be reported to the next

meeting of Directors.

11.3 Sub-committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Directors.

11.4 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

11.5 Any committee formed for any purpose must seek the approval of the Directors for any decision relating to the expenditure of funds. The Directors shall, at their discretion, set limits on the amounts that may be spent by a committee or employee of the company without their approval.

11.6 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

11.7 The Directors may appoint signatories to operate in accordance with the following:

11.7.1 Withdrawals drawn on UKRF funds must be signed and/or authorised by at least two signatories; of

11.7.2 At least one of whom is Director.

12. CONFLICTS OF INTEREST

12.1 The Directors may, in accordance with the requirements set out in Article 11.2, authorise any situation in which a Director or Committee Member has or can have, a direct or indirect interest that conflicts, or possibly may conflict with the interests of the UKRF.

12.2 Any authorisation under Article 12.1 shall only be effective if:

12.2.1 The matter in question shall have been proposed by any Member for consideration in the same way that any other matter may be proposed to the Directors;

12.2.2 Any requirement as to the quorum is met without counting the interested Member; or

12.2.3 The matter was agreed to without the interested member voting or would have been agreed to if the interested Member's vote had not been counted.

12.3 If a proposed decision of the Board of Directors is concerned with an actual proposed transaction or arrangement with the UKRF in which a Director is interested, that Director is not to be counted as participating in the decision making process for quorum or voting purposes, unless the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.

12.4 A Director is required, by reason of being a Director to account to the UKRF for any remuneration, profit or any other benefit which they derive from or in connection with a relationship involving a conflict of interest which has been authorised by the Directors in accordance with these articles or by the UKRF members in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

12.5 Where the number of non-conflicted Directors of the UKRF is less than the quorum for the purposes of approving a resolution authorising any situation or transaction constituting a conflict as anticipated by the Companies Acts, the quorum shall be all the disinterested Directors.

12.6 When all the Directors of the UKRF are conflicted, the UKRF shall pass the conflict to the UKRF's General Management Committee for approval, or UKRF members for approval by ordinary resolution.

PART 4: MEMBERSHIP

13. APPLICATIONS FOR MEMBERSHIP

13.1 The Full members are the only members of the UKRF for the purposes of company law.

13.2 Membership is open to any person interested in Reiki and shall include such individuals as are admitted to the full membership by the Directors or a committee approved by them.

13.3 Any person may become a member if:

13.3.1 That person has completed the application form for membership in a form approved by the Directors;

13.3.2 The applicant meets the specified criteria and has provided all documentation required relevant to their chosen membership category as described in the Byelaws;

13.3.3 The applicant has agreed to abide by the UKRF byelaws; and

13.3.4 The Directors or a committee approved by them, have approved the application.

13.4 Membership approval is subject to applicants meeting specific criteria relevant to their chosen membership category as described in the Byelaws.

13.5 Membership is subject to any subscriptions or affiliation fees that may be set by the Directors.

13.6 Directors may establish different categories of membership and decide who will be eligible for admission to them and what their rights and obligations will be, and will be set out in the Byelaws.

13.7 Every person who, at the date that incorporation of the UKRF takes place, was an Honorary Life Member, or who had paid a subscription fee to and was a Member of the UKRF referred to in Article 3, and who signs and delivers to the UKRF the form of Membership prescribed by the Directors shall be a full member of the UKRF, or if they renew their UKRF membership in a qualifying category, from the date of such renewal.

14. TERMINATION OF MEMBERSHIP

14.1 A full member may withdraw from membership by giving 7 days' notice to the UKRF in writing subject to conditions indicated in the Byelaws.

14.2 Membership is not transferable.

14.3 A person's membership terminates when that person fails to renew their subscription or dies.

14.4 The Directors may terminate the Membership of any member without their consent by giving them written notice if, in the reasonable opinion of the Board:

14.4.1 They are guilty of conduct which has or is likely to have a serious adverse effect on the UKRF, or bring the Federation or any or all the UKRF's Members into disrepute;

14.4.2 They have acted or have threatened to act in a manner which is contrary to the interests of the UKRF as a whole;

14.4.3 They have failed to observe the terms of these Articles and any Byelaws from time to time;

14.4.4 In the event that any Member has elected to pay their subscription by direct debit in instalments but has failed to make any two consecutive payments; or

14.4.5 After due enquiry, the Directors withdraw membership. No reason need be given for this decision provided that the person concerned will have the right to attend and be heard by the Board of Directors and General Management Committee before a decision is finalised.

14.5 If the Directors wish to terminate a person's membership in accordance with Article 14.4 they must give notice to that member and provide the member with the opportunity to be heard in writing or in person as to why their membership should not be terminated. The Board of Directors must consider any representations made by the member and inform the member of their decision following such consideration.

14.6 A Member whose membership is terminated under Article 14.4 shall not be entitled to a refund of any subscription fee and shall remain liable to pay the UKRF any subscription or other sum they owe.

15. GENERAL MEETINGS

15.1 A General meeting may be called at any time by the Directors and must be called within 21 days of a written request from at least 50 of the full members or (where no general meeting has been held within the last year) at least 5% of the full members.

15.2 General meetings are called on at least 21 days of written notice indicating the business to be discussed and (if any resolutions are to be proposed) setting out the terms of the proposed resolutions.

15.3 Full members are entitled to attend annual general meetings (AGM's) in person, online or by proxy (but only if the appointment of another member as proxy is in writing and notified to the Directors 2 days

before the commencement of the meeting).

15.4 The UKRF must hold a general meeting as an AGM in each year in addition to any other general meetings in that year and must specify the meeting as the AGM in notices calling it. The first AGM must be held within 18 months after the UKRF's incorporation.

15.5 The AGM shall be conducted in consideration with the Byelaws. Members shall:

15.5.1 Receive and consider the accounts of the UKRF for the previous financial year;

15.5.2 Receive a written report on the UKRF's activities;

15.5.3 Elect Directors to fill vacancies arising;

15.5.4 If required by the Act or by resolution appoint auditors to review the accounts; and

15.5.5 Members may also from time to time, discuss and determine any business put before them by the Directors or set out in a valid request by the Full Members to call a general meeting pursuant to article 15.1.

15.6 The Chairman at a general meeting is the UKRF Chair, Vice Chair, or other Director elected by the Full Members present in person or by proxy in their capacity as a Full Member and not as a proxy for another Full Member.

15.7 Every Full Member present in person or by proxy has one vote on each issue.

15.8 Except where otherwise provided by these articles or the Companies Acts, a written resolution (whether ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose, the written resolution may be set out in more than one document.

15.9 There is a quorum at an AGM if the number of full members present in person, online or by proxy is at least 15 Practitioner members, with the addition of 3 General Management Committee members at least one of whom must be a Director and signatory. General meetings may take place by online means if available.

15.10 No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

15.11 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it.

15.12 The Chairman of the meeting may adjourn a general meeting at which a quorum is present if:

15.12.1 The meeting consents to an adjournment;

15.12.2 If directed to do so by the meeting; or

15.12.3 It appears to the Chairman of the meeting that an adjournment is necessary to protect the safety of the persons attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

15.13 When adjourning a general meeting, the Chairman of the meeting must either:

15.13.1 Specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

15.13.2 Have regard to any Directions as to the time and place of any adjournment which have been given by the meeting.

15.14 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the UKRF must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

15.14.1 To the same persons to whom notice of the UKRF's general meetings is required to be given; and

15.14.2 Containing the same information which such notice is required to contain.

15.15 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

15.16 A technical defect in the appointment of a Director of which the Full members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution of the UKRF Members.

15.17 An Extraordinary General Meeting (EGM) may be held in the event that one or more issues arise requiring the consensus of members and is too serious or urgent to wait until the next AGM.

15.18 The EGM shall be convened by the Board of Directors giving not less than the minimum statutory notice of 14 days in writing to every member specifying the place, the date, and time of the meeting, enclosing the proposed agenda and purpose of the EGM.

15.19 The EGM may be held in a physical geographical location or via video conference.

PART 5: ADMINISTRATIVE ARRANGEMENTS

16. RECORDS AND ACCOUNTS

16.1 Directors will comply with the requirements of the Companies Acts as to keeping records, the review of accounts and the preparation and transmission to the Registrar of Companies, of information required by law including:

16.1.1 Annual returns; and

16.1.2 Annual statements of account.

16.2 The Directors must also keep records of :

16.2.1 All proceedings, resolutions and meetings of the Directors, General Management Committee, Sub-Committees and AGMs;

16.2.2 All resolutions in writing;

16.2.3 All reports of sub-committees;

16.2.4 All professional advice obtained; and

16.2.5 All appointments and retirements of the Directors.

16.3 In addition the Directors will also keep records of:

16.3.1 Members of the UKRF;

16.3.2 A register of Practitioner and Teacher members.

16.3.3 Professional Indemnity and Public Liability Insurance cover held by practitioner members; and

16.3.4 A record of complaints and disciplinary proceedings levied against members.

16.4 Accounting records relating to the UKRF must be made available for inspection by any Director at any time during normal office hours.

16.5 All withdrawals drawn on UKRF funds must be signed and/or authorised by at least two signatories, at least one of whom is Director.

16.6 Except as provided by law or authorised by the Directors or an ordinary resolution of the UKRF, no person is entitled to inspect any of the UKRF's accounting or other records or documents merely by virtue of being a member.

16.7 The Directors must ensure that the UKRF keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

16.8 Subject to the articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors, General Management Committee Members and if applicable Full Members.

17. INDEMNITY

17.1 Subject to Article 17.2, a Director of the UKRF, or a former Director of the Federation may be indemnified out of the UKRF's assets against:

17.1.1 Any liability incurred by a Director or such person if not criminal in connection with any negligence, default, breach of duty or breach of trust in relation to the UKRF or an associated company;

17.1.2 Any liability incurred by a Director or such person in connection with the activities of the UKRF;

17.1.3 Any liability incurred by a Director in connection with the activities of the UKRF or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and

17.1.4 Any other liability incurred by a Director as an Officer of the UKRF or an associated company.

17.2 The Article 17 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

17.3 In this article:

17.3.1 Companies are associated if one is a subsidiary of the other or both are subsidiaries of the same corporate body; and

17.3.2 A Director means any Director or former Director of the UKRF or an associated company.

18. INSURANCE

18.1 The Directors may decide to purchase and maintain insurance, at the expense of the UKRF, for the benefit of any relevant Director in respect of any relevant loss.

18.2 In this article:

18.2.1 A “relevant Director” means any Director or former Director of the UKRF or an associated company;

18.2.2 A “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the UKRF, any associated company or any pension fund or employees’ share scheme of the Federation or associated company; and

18.2.3 Companies are associated if one is a subsidiary of the other or both are subsidiaries of the same corporate body.

19. COMMUNICATIONS

19.1 Notices and other documents served on Directors, General Management Committee Members and Full Members under these articles or the Companies Acts may be served:

19.1.1 By hand; or

19.1.2 By post; or

19.1.3 By suitable electronic means; and

19.1.4 Through publication in the UKRF’s newsletter, website and social media platforms

19.2 The only the address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown on the register of Members, or an email address supplied by them.

19.3 Any notice given in accordance with these articles is to be treated for all purposes as having been received:

19.3.2 24 hours after being sent by electronic means, posted on the UKRF’s website, posted on the UKRF’s social media platforms, or delivered by hand to the relevant address;

19.3.3 3 clear days after having been sent by first class post to that address;

19.3.4 5 clear days after being sent by second class post to that address,

19.3.5 Immediately on being handed to the recipient personally; or, if earlier,

19.3.6 As soon as the recipient acknowledges actual receipt.

19.4 A technical defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

20. AMENDING THE ARTICLES

20.1 These Articles may be amended by a resolution passed by 75% of the Board of Directors.

21. PROFITS NOT TO BE DISTRIBUTED

21.1 The income and property of the UKRF shall be applied in conducting the business of the UKRF and in promoting the Objects of the UKRF as set out in Article 1 and cannot be distributed to the membership of the UKRF or any part thereof.

22. DISSOLUTION

22.1 Provision for Employees on cessation of business:

22.1.1 The Directors may decide to make provision for the benefit of persons employed or formerly employed by the UKRF or any of its subsidiaries in connection with the cessation or transfer to any person of the whole or part of the undertaking of the UKRF or that subsidiary.

22.2 If after the sale of all assets upon the winding up or dissolution of the UKRF and satisfaction of all debts and liabilities there remain a surplus of proceeds whatsoever, upon a resolution of the remaining members the same shall be distributed to any charitable and and worthy organizations as shall be decided by the members then in attendance.

22.3 There shall be no general refund of subscriptions to members.

23. INTERPRETATION

DEFINED TERMS

The regulations contained in the Model Articles for Private Companies Limited by Guarantee set out in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 3299/2008), shall not apply to the Federation.

23.1 In these Articles unless the context requires otherwise:

Act	means the Companies Act 2006.
AGM	means an annual general meeting of the UKRF.
Articles	means the UK Reiki Federation Articles of Association, and refers to a particular provision in them.
Board	means Board of Directors
Byelaws	means Byelaws of the UKRF from time to time proposed by the Directors as amended from time to time. The Byelaws are composed of the UKRF's core documents (UK Reiki Federation Byelaws Document 1, Terms and Conditions of Membership, Code of Ethics & Professional Practice and Complaints and Disciplinary Procedure).
Clear days	In relation to the period of notice that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
General Management Committee	means persons appointed by the Directors who are responsible for specific areas or aspects of UKRF business.
Companies Acts	means the Companies Act s (as defined in section 2 of the Act), in so far as they apply to the UKRF.
Director	means Director of the UKRF.
Document	includes unless otherwise specified, any document sent or supplied in electronic form.
EGM	means an extra ordinary general meeting.
Electronic form	has the meaning given in section 1168 of the Act.
Full Members	means the people admitted by the Directors and General Management Committee into membership of the UKRF and whose name is entered in the register of members.
Honary Life Member	means all Members of the UKRF elected as honorary members by the Directors in recognition of their service to the Federation.

Officers	has the meaning given in Article 7.1.
Ordinary resolution	means ordinary resolution passed by a simple majority.
Subsidiary	has the meaning given in section 1159 of the Companies Act 2006.
UKRF	means the UK Reiki Federation.
Writing	means the representation or reproduction of words, symbols, or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

23.2 In these Articles, unless the context otherwise requires:

23.2.1 The other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the UKRF.

23.2.2 Words in the singular shall include the plural and, in the plural shall include the singular.

23.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

23.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which amends or re-enacts.

23.5 A person includes a natural person, corporate or unincorporated body (whether having separate legal personality) and that person's personal representatives, successors and permitted assigns.

23.6 A phrase introduced by the terms including, include, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.